

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 8th Floor
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TRAVEL AND SUBSISTENCE PROVISION

FOR

BOILERMAKER-BLACKSMITH

HELPER/TRAINEE

IN

ALL LOCALITIES WITHIN THE STATE OF CALIFORNIA

14-X-2

WESTERN STATES

ARTICLES OF AGREEMENT



Between the
**INTERNATIONAL BROTHERHOOD OF BOILERMAKERS,
IRON SHIP BUILDERS, BLACKSMITHS, FORGERS, AND
HELPERS, AFL-CIO**

and the

SIGNATORY CONTRACTORS

Effective October 1, 1997 through
September 30, 2001

1 order to qualify for the pay provided for in this
2 Article, the employee must remain on the job
3 available for work, during the period of time for
4 which he received pay unless released sooner
5 by the Contractor's principal supervisor.
6

7 **ART. 11(d)(2)** If another craft working with
8 Boilermakers in the same crew is sent home
9 because of unworkable conditions, the boiler-
10 makers shall also be sent home; however, the
11 Contractor shall have the right to work all or part
12 of the crew subject to the four and eight hour
13 minimum pay.
14

15 **ART. 11(e)** The exception to the above men-
16 tioned paragraphs of this Article shall be when
17 an employee has been properly notified not to
18 report. Special notification arrangements may be
19 made by agreement between the Contractor
20 and the Union Business Manager.
21

22 **ART. 11(f)** A Further exception to the above
23 paragraphs will be in those instances where a
24 civil disturbance makes it necessary to shut
25 down a project to prevent possible injury or loss
26 of life of employees on the project. Any dispute
27 over application of this Article shall be handled in
28 accordance with Art. 28(a).
29

30 **ARTICLE 12**
31 **TRAVEL EXPENSE AND SUBSISTENCE.**
32 **(EXCEPT ALASKA, SEE ARTICLE 32)**
33

34 **ART. 12(a)** Subsistence and travel payments

1 provided below are intended to partially reimburse
2 employees for expenses, therefore employees
3 who are permanent residents in the city or town
4 where the job site is located shall not be entitled
5 to such subsistence and mileage payments.
6 Dispatch points are established as follows:
7

8 AlaskaAnchorage
9 ArizonaPhoenix
10 CaliforniaPittsburg, Los Angeles
11 ColoradoDenver
12 IdahoSpokane, Salt Lake City
13 MontanaEast Helena
14 Nevada . . .Pittsburg, Los Angeles, Salt Lake City
15 New MexicoAlbuquerque
16 OregonPortland
17 UtahSalt Lake City
18 WashingtonSeattle, Spokane, Portland
19 WyomingDenver, Salt Lake City
20

21 **ART. 12(b)** There also will be a 40 mile free
22 zone from Pocatello, Idaho and this free zone is
23 understood to include work from Pocatello to
24 and including Idaho Falls.
25

26 **ART. 12(c)** Subsistence payments will be
27 based on mileage from the city hall of the dis-
28 patch city or the home address of the employee,
29 whichever is closer to the job location. The
30 Union agrees to show the home location on the
31 dispatch slip, and also agrees that the Employer
32 may ask for an independent verification of such
33 address.
34

1 **ART. 12(d)** Subsistence payments and travel
2 pay shall be paid as follows:

3
4 **ART. 12(e)** Where the job site is over 120
5 miles from the dispatch point, employees shall
6 receive fifty cents (50c) per mile for transporta-
7 tion between such city and the job at the begin-
8 ning and conclusion of their employment. Such
9 transportation allowance shall be paid based on
10 the most direct main route, plus necessary
11 bridge toll and ferry charges. Such supplement-
12 ary reimbursement shall not exceed eight (8)
13 times the regular hourly area mechanic's rate.

14
15 **ART. 12(f)** In the event an employee quits for
16 other than immediate compelling personal reasons
17 not reasonably foreseen at time of employment
18 before having been in the employ of the
19 Contractor fifteen (15) calendar days, he shall
20 not be entitled to transportation or travel
21 expense to the job. In the event an employee
22 quits for other than immediate compelling reasons
23 not reasonably foreseen at time of employment
24 or is discharged for just and sufficient
25 cause before having been in the employ of the
26 Contractor sixty (60) calendar days, he shall not
27 be entitled to return transportation or travel
28 expense. Any dispute arising as to the proper
29 application of this provision shall be considered
30 as a grievance subject to handling under the
31 grievance machinery herein provided.

32
33 **ART. 12(g)** As reimbursement for subsistence,
34 Contractor shall pay the employee sixteen dol-

1 lars (\$16) per day worked where the job site is
2 more than 70 miles but less than 120 miles from
3 the dispatch point. If over 120 miles, the daily
4 subsistence amount shall be twenty-eight dollars
5 (\$28) per day worked. In exception to the above,
6 the subsistence amount for Nevada is twenty-
7 three dollars (\$23) for all jobs unless the
8 employee is a permanent resident of a city or
9 town that is within 30 miles of the job site.

10
11 **ART. 12(h)** Holidays, rain, breakdowns or any
12 reason the men are stopped by Contractor from
13 working, Monday through Friday, will be consid-
14 ered days worked and the subsistence paid.
15 Men absent from work shall not be paid subsis-
16 tence for the day absent. When a Welder is
17 required to take a test outside the seventy mile
18 zone he shall be reimbursed as follows provided
19 he is a man who by previous experience should
20 be competent: subsistence as provided above
21 for the day or days on which the test is taken,
22 subsistence as provided in ART. 12(i) if applica-
23 ble, and transportation and travel expense as
24 provided in ART. 12(e).

25
26 **ART. 12(i)** An employee must work the sched-
27 uled work day before or the scheduled work day
28 following a holiday that occurs Monday through
29 Friday, to be entitled to subsistence for the holi-
30 day, unless excused. Excused absences will not
31 be unreasonably denied.

32
33 **ART. 12(j)** Any employee who leaves the job
34 before the end of the shift except for reason

1 beyond his control, such as illness in family,
2 court summons, bona fide illness, etc., shall be
3 paid subsistence for the time actually worked
4 unless he gets the permission of a designated
5 Contractor's representative who shall be reason-
6 ably available at a designated location. Any dis-
7 pute arising under the subsistence clause shall
8 be handled as provided in ARTICLE 28 and
9 judged on its merits.

10
11 **ART. 12(k)** When employees are instructed to
12 report to a job on a certain day and are not
13 immediately placed at work, they shall be paid
14 reporting pay for the day they report to work and
15 the sum of thirty dollars (\$30.00) per day for
16 each day thereafter until ordered to work or
17 released by Contractor, in addition to subsis-
18 tence as above provided. When an employee is
19 temporarily laid off and is requested to stand by
20 until work is available, and if he agrees to do so,
21 he shall be paid thirty dollars (\$30.00) for each
22 day until returned to work or laid off, in addition
23 to subsistence as above provided.

24
25 **ART. 12(l)** Where a job is located two hundred
26 and forty (240) miles or more from the Dispatch
27 Point, the employee will receive one additional
28 day's subsistence at the start of his work on the
29 job and at the conclusion of his work on the job,
30 provided that payment of such additional day's
31 subsistence under this paragraph shall be sub-
32 ject to the same conditions applicable to trans-
33 portation and travel expense under Art. 12(f).
34

1 **ART. 12(m)** If an employee suffering an indus-
2 trial injury outside the seventy (70) mile zone
3 does not receive compensation payments for the
4 first seven (7) days that he is unable to work, his
5 subsistence payments under this Article shall
6 continue for as many days during such seven (7)
7 day period as he is required to remain at or in the
8 vicinity of the job site by the Contractor or by the
9 physician in charge or by the state commission
10 having jurisdiction. In those states where the
11 payment of compensation during such seven (7)
12 day period is dependent upon the duration of an
13 employee's period of disability, the Contractor
14 may delay the payments called for under this
15 paragraph until it has been ascertained whether
16 compensation payments will be received for
17 some or all of such seven (7) day period.

18
19 **ART. 12(n)** Contractor shall reimburse employ-
20 ees for ferry charge or bridge toll incurred daily
21 going to and from the job.
22

23 **ART. 12(o)** In the Seattle area, when employ-
24 ees travel from Seattle to Bremerton area and
25 return by ferry, they shall be reimbursed by
26 Contractor for each round trip a sum equivalent
27 to one (1) hour's pay at the regular area mechan-
28 ic's rate plus ten cents (10¢). This situation is rec-
29 ognized as a case of unusual hardship to the
30 employee and not as establishing the principle of
31 travel expense within the seventy (70) mile zone.
32

33 **ART. 12(p)** Other unusual circumstances of a
34 purely local nature shall be mutually arranged

1 between Contractor and Union's Business
2 Manager.

3 ARTICLE 13
4 WAGES.

5
6 ART. 13(a) CLASSIFICATIONS AND AREAS.

7
8 ARIZONA 10/1/97 10/1/98 10/1/99 10/1/00
9 General Foreman*
10 Foreman** \$23.33 \$23.33 \$23.58 Note 1
11 Asst. Foreman** \$22.33 \$22.33 \$22.58
12 Tube Welder*** \$22.33 \$22.83 \$23.08
13 Blmkr. / Blacksmith \$21.33 \$21.33 \$21.58
14 Helper/Trainee****

15
16 N. CALIFORNIA 10/1/97 10/1/98 10/1/99 10/1/00
17 General Foreman*
18 Foreman** \$31.06 \$31.31 \$31.56 Note 1
19 Asst. Foreman** \$30.06 \$30.31 \$30.56
20 Tube Welder*** \$30.06 \$30.81 \$31.06
21 Blmkr. / Blacksmith \$29.06 \$29.31 \$29.56
22 Helper/Trainee****

23
24 S. CALIFORNIA 10/1/97 10/1/98 10/1/99 10/1/00
25 General Foreman*
26 Foreman** \$30.81 \$30.81 \$31.06 Note 1
27 Asst. Foreman** \$29.81 \$29.81 \$30.06
28 Tube Welder*** \$29.81 \$30.31 \$30.56
29 Blmkr. / Blacksmith \$28.81 \$28.81 \$29.06
30 Helper/Trainee****

31
32 S. California Counties - Imperial, Inyo, Kern, Los
33 Angeles, Orange, Riverside, San Bernardino,
34 San Diego, Santa Barbara, San Luis Obispo (only

1 fringe benefits at the Union's election. The
2 Employers will be notified of any such allocation
3 by the Union 60 days prior to October 1, 2000.

4
5 The Contractor agrees to pay a total of \$0.25
6 per hour for maintenance of any singular or com-
7 bination of benefit funds, once per year for each
8 year of this agreement, when notified by the Plan
9 Trustees that such additional monies are
10 required.

11
12 There will be no carry forward of amounts not
13 needed by these programs, so that the maximum
14 increase in any year shall be \$0.25 per hour.

15
16 \$0.05 may be used for Administration purposes
17 at the discretion of the Joint Trustees of the
18 Vacation Trust Fund.

19
20 **ART. 13(c) TRAVEL EXPENSE AND SUBSISTENCE.**
21 **[See ARTICLE 12 (ARTICLE 32 for Alaska)]**

22
23 Travel Pay\$0.50 per mile
24 [See ART. 12(e)]
25 Subsistence\$16.00 or \$28.00 per day
26 [See ART. 12(g)]

27
28 **ART. 13(d) APPRENTICE RATES (All areas).**

29
30 **CLASSIFICATION % OF JOURNEYMAN WAGE**
31 1st six months60%
32 2nd six months65%
33 3rd six months70%
34 4th six months75%

1 5th six months80%
2 6th six months85%
3 7th six months90%
4 8th six months95%

5
6 Effective October 1, 1997, Boilermaker
7 Apprentices who can perform Tube Welder work
8 and who are referred to perform the same shall
9 receive their rate of pay based on a percentage
10 of the Tube Welder Rate. All other Boilermaker
11 Apprentices shall continue to have their percent-
12 age of pay based on the Boilermaker rate.

13
14 **ART. 13(e) HELPER/TRAINEE RATES AND**
15 **BENEFITS. Refer to ARTICLE 35, Helper/Trainee.**

16
17 **ARTICLE 14**
18 **PAY DAY.**

19
20 **ART. 14(a)** Wages shall be due and payable
21 weekly during working hours and in no case
22 shall more than five days pay (excluding pay
23 day) be held back. In isolated work areas, the
24 Employer agrees to make every effort to provid-
25 ed payroll advances as needed.

26
27 **ART. 14(b)** Wages shall be paid in lawful cur-
28 rency or by negotiable check payable on
29 demand at par. Upon being discharged or laid
30 off, employees shall be paid in full.

31
32 **ART. 14(c)** A checking account shall not be
33 closed in less than two (2) weeks after issuance
34 of the last pay check against that account.